159 U.S. 562

12

TRANSCRIPT OF RECORD.

SUPREME COURT OF THE UNITED STATES.

OCTOBER TERM, 1894.

No. ~~319~~ 56

LOUIS DEJONGE ET AL., PLAINTIFFS IN ERROR,

vs.

DANIEL MAGONE, COLLECTOR OF THE PORT OF NEW YORK.

IN ERROR TO THE CIRCUIT COURT OF THE UNITED STATES FOR THE SOUTHERN DISTRICT OF NEW YORK.

FILED OCTOBER 10, 1891.

(14,888.)

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1 UNITED STATES OF AMERICA, *ss.*:

The President of the United States to the judges of the circuit court of the United States for the southern district of New York, Greeting:

[Seal of U. S. Circuit Court, South. Dist. New York.]

Because in the records and proceedings and also in the rendition of the judgment of a plea which is in the said circuit court, before you, between Louis Dejonge *et als.*, plaintiffs, and Daniel Magone, collector, defendant, a manifest error hath happened, to the great damage of the said plaintiffs, as by their complaint appears, we, being willing that the error, if any hath been, should be duly corrected and full and speedy justice done to the parties aforesaid in this behalf, do command you, if judgment be therein given, that, under your seal, distinctly and openly, you send the record and proceedings aforesaid, with all things concerning the same, to the Supreme Court of the United States, together with this writ, so that you may have the same at Washington on the second Monday of October, eighteen hundred and ninety-one, in the said Supreme Court to be then and there held, that, the record and proceedings aforesaid being inspected, the said Supreme Court may cause further to be done thereon to correct that error what of right and according to the laws and customs of the United States should be done.

Witness the Honorable Melville W. Fuller, Chief Justice of the said Supreme Court, the fifth day of December, in the year of our Lord one thousand eight hundred and ninety.

JOHN A. SHIELDS, *Clerk.*

The foregoing writ is hereby allowed.

E. HENRY LACOMBE.

2 [Endorsed:] E. & A. A. 953. N. S. 13207. U. S. Supreme Court. Louis Dejonge *et als.*, plaintiffs in error, against Daniel Magone, collector, defendant in error. Writ of error. Comstock & Brown, attorneys for plaintiffs in error. A copy of the within paper has been this day received at this office. Dec. 11, 1890. Edward Mitchell, U. S. attorney. S. 1.45, chr. U. S. circuit court. Filed Dec. 13, 1890. John A. Shields, clerk.

UNITED STATES OF AMERICA, }
Southern District of New York, } *ss.*:

I, John A. Shields, clerk of the circuit court of the United States of America for the southern district of New York, in the second circuit, by virtue of the foregoing writ of error and in obedience thereto, do hereby certify that the following pages, numbered from three to eighty-one, inclusive, contain a true and complete transcript of the records and proceedings had in said court in the case of

Louis Dejonge, Charles F. Zentgraf, and Louis Dejonge, Jr., plaintiffs in error, against Daniel Magone, collector, defendant in error, as the same remain of record and on file in said office.

Seal of U. S. Circuit Court, South. Dist. New York.

In testimony whereof I have caused the seal of the said court to be hereunto affixed, at the city of New York, in the southern district of New York, in the second circuit, this eighth day of October, in the year of our Lord one thousand eight hundred and ninety-one, and of the Independence of the United States the one hundred and sixteenth.

JOHN A. SHIELDS, *Clerk.*

3 Superior Court of the City of New York.

LOUIS DEJONGE, CHARLES F. ZENTGRAF, and LOUIS DEJONGE, JR., Plaintiffs,
against
DANIEL MAGONE, Collector of the Port of New York, Defendant.
} Summons.

To the above-named defendant:

You are hereby summoned to answer the complaint in this action and to serve a copy of your answer on the plaintiffs' attorneys within twenty days after the service of this summons, exclusive of the day of service, and in case of your failure to appear or answer judgment will be taken against you by default for the relief demanded in the complaint.

Dated Nov. 5, 1888.

COMSTOCK & BROWN,
Plaintiffs' Attorneys.

Office and post-office address: No. 44 Broadway, New York city.

4 [Endorsed:] N. S. 13207. Superior court of the city of New York. Louis Dejonge *et al. vs.* Daniel Magone, collector of the port of New York. Copy. Summons. Comstock & Brown, plaintiffs' attorneys, 44 Broadway, New York. Personally served Nov. —, 1888, custom-house, New York. Received U. S. attorney's office Nov. 8, 1888.

5 The President of the United States of America to the judges of the superior court of the city of New York, Greeting:

We, for certain reasons, being desirous that our circuit court of the United States for the southern district of New York, in the second circuit, shall be certified of a certain cause commenced before you against Daniel Magone, defendant, by Louis Dejonge & *al.*, plaintiffs, do therefore command you that the record and proceedings in the said cause you distinctly and openly send to the said circuit court, at the city of New York, on the 27 day of Nov., 1888, as fully and amply as the same are remaining

[L. S.]

before you, by whatever names the said parties may be called therein, together with this writ, that our said court may cause to be further done thereupon what of right ought to be done.

Witness Hon. Melville W. Fuller, Chief Justice of the Supreme Court of the United States, the 21 day of Nov., in the year one thousand eight hundred and eighty-eight.

JOHN A. SHIELDS, *Clerk.*

STEPHEN A. WALKER,
United States Attorney, Attorney for Defendant.

6 [Endorsed:] 13207. U. S. circuit court. Louis Dejonge *et al. vs.* Daniel Magone. Copy. Certiorari. Edward Mitchell, U. S. attorney, attorney for defendant. Take notice that the within is a copy of a certiorari this day issued out of the circuit court of the United States for the southern district of New York. New York, Nov. 21, 1888. Yours, Stephen A. Walker, U. S. attorney, attorney for defendant. To C. & B., plaintiffs' attorney-. Due service of a copy of the within and of the above notice is hereby admitted. New York, Nov. 21, 1888. Comstock & Brown, plaintiffs' attorney-.

7 United States Circuit Court, Southern District of New York

LOUIS DEJONGE, CHARLES F. ZENTGRAF, and LOUIS DEJONGE, JR., Plaintiffs, *vs.* DANIEL MAGONE, Collector of the Port of New York, Defendant.	Complaint.

Plaintiffs complain—

1. That defendant was, at the times of the exactions herein complained of, collector of customs of the United States at the port of New York.

2. That the plaintiffs were during such times partners in trade doing business in the city of New York and elsewhere under the firm name of Louis Dejonge & Co., and as such duly imported and entered at the port of New York the goods described in the bill of particulars hereto annexed.

3. That the plaintiffs in order to obtain said goods were compelled to pay the defendant as such collector the sum of six hundred dollars in excess of the lawful rate of duty on said goods and of the amount required by law.

4. That plaintiffs filed with the collector due and timely protest in writing upon each entry of said goods against his decision exacting such duty, setting forth distinctly and specifically the grounds of objection thereto.

5. That plaintiffs made due and timely appeal on each entry to the Secretary of the Treasury, whose decision on each appeal was either rendered within ninety days previous to the commencement of this action or delayed more than ninety days subsequent to the

date of lodging such appeal and previous to the commencement of this action, except as to payments of duty herein complained of, made after the Secretary's decision on an appeal therefrom, and that as to all such payments this action was commenced within ninety days thereafter.

8 6. That the bill of particulars hereto annexed states for each importation separately the date of entry at the custom-house, of payment of duty in excess, of the filing of said protest, of the appeal to the Secretary of the Treasury and of his decision thereon, if rendered, together with other particulars required by law, and is made a part thereof.

7. That said sum so exacted as aforesaid has never been repaid to plaintiffs and is still due and owing to them.

Wherefore plaintiffs demand judgment against defendant for the sum so exacted as aforesaid, with interest on the several sums named in the bill of particulars from the respective dates of payment as appear thereby, together with the costs and disbursements of this action.

COMSTOCK & BROWN,
Plaintiffs' Attorneys, 44 Broadway, New York.

Bill of Particulars.

Name of Importer, Louis Dejonge & Co. 13267.

Description of goods	Where imported	Name of vessel	Date of Invoice.	Date of entry at custom-house.	Amount of duty exacted in excess.	Date of payment of duty in excess.	Protest filed.	Appeal filed	Date of Secretary's decision.
Gold & silver leaf paper.	Munchen	Neuddland	Feb. 27	April	$200 00	April	7886—July 13	July 13	Nov 21
Manufactures of paper			March 29						
Do	Mersebourg	Rhaetia	April 10	May	200 00	May	8542— " 19	" 19	" 21
Do	Paris	City of Richmond	June 4	July	200 00	July	10852—Aug. 17	Aug. 17	Dec 7
Do	Augsbourg	Schiedam	May 26	"	200 00	"	"	"	"
					$800 00				

10 [Endorsed:] No. 13207. United States circuit court, southern district of New York. Louis Dejonge *et al.*, plaintiffs, *vs.* Daniel Magone, collector of the port of New York, defendant. Copy. Complaint and bill of particulars. Comstock & Brown, plaintiffs' attorneys, 44 Broadway, New York. To Stephen A. Walker, Esq., United States attorney, attorney for defendant. Received U. S. attorney's office Nov. 28, 1888.

11 Circuit Court of the United States for the Southern District of New York.

LOUIS DEJONGE *et al.*
versus
DANIEL MAGONE, Collector, etc. } N. S. 13207.

The defendant answers to the complaint as follows:

I. He denies that the true duty, or that the true and lawful rate of duty, on the goods referred to in the complaint, was as stated in the complaint; and he denies that the plaintiffs were compelled to pay or did pay to the defendant as collector or otherwise the sum stated in the complaint, or any sum in excess of the amount required by law as duties upon the said goods, or that any sum of money authorized by law was exacted as duties on said goods or otherwise, or that the same was paid in order to obtain possession of said goods.

II. He denies that the plaintiffs filed with the defendant any protest or protests as required by section 3011 of the Revised Statutes of the United States.

III. He denies that the sum stated in the complaint or any sum is now due and owing the plaintiffs.

IV. He denies that he has any knowledge or information sufficient to form a belief as to whether the goods alleged in the complaint to have been imported at the time therein mentioned were in fact such goods as are described in the said complaint.

V. And further answering, he alleges that no protest was filed within ten days after the ascertainment and liquidation of the duties thereon.

VI. And further answering, he alleges that no appeal was taken to the Secretary of the Treasury within thirty days after the date of the ascertainment and liquidation of duties thereon.

VII. And further answering, he alleges that this action was not brought within ninety days after the decision of the Secretary of the Treasury on the appeal taken from the ascertainment and liquidation of duties thereon; or within ninety days after payment of duties paid thereon after such decision.

VIII. And further answering, he alleges that this action was brought without the decision of the Secretary of the Treasury on the appeal from the ascertainment and liquidation of duties thereon having been first had and without ninety days having elapsed from the date of such appeal.

IX. And further answering, the defendant alleges that all moneys

received by him from the plaintiffs, in respect of the importations in the complaint aileged to have been made, were demanded of the plaintiffs and were by the plaintiffs voluntarily paid to him in his capacity as collector of customs as and for duties due the United States on imported merchandise, and were forthwith before the commencement of this action and before the receipt by defendant of any protest or objection on the part of the plaintiffs paid over by the defendant in his official capacity aforesaid to the United States and placed beyond his control.

X. And further answering, the defendant alleges that all moneys received by him from the plaintiffs, in respect of the importations in the complaint alleged to have been made, were sums due from the plaintiffs to the United States as duties, according to the rate of duty imposed by law, upon articles of merchandise imported by plaintiffs and assessed with duty, and no other sums than duties regularly assessed and ascertained and liquidated according to law upon the plaintiffs' entry thereof were collected or received by defendant from the plaintiffs.

Wherefore defendant demands judgment, that the complaint be dismissed with costs.

STEPHEN A. WALKER.
United States Attorney, Attorney for the Defendant.

12 [Endorsed:] 13207. U. S. circuit court, southern district of New York. Louis Dejonge *et al. vs.* Daniel Magone, collector, etc. Copy. Answer. Stephen A. Walker, United States attorney, attorney for defendant. Sirs: Please to take notice that the within is a copy of an answer this day filed in the office of the clerk of the circuit court of the United States for the southern district of New York. Dated New York, December 31, 1888. Yours, &c., Stephen A. Walker, U. S. att'y & att'y for def't. To Comstock & Brown, Esqs., attorneys for plaintiffs. Due service of a copy of an answer of which the within is a copy and of the above notice is hereby admitted. Dated New York, December 31, 1888. Comstock & Brown, attorneys for plaintiffs. W. F. R.

13 At a stated term of the circuit court of the United States of America for the southern district of New York, in the second circuit, held at the United States court-rooms, in the city of New York, on Monday, the 17th day of February, in the year of our Lord one thousand eight hundred and ninety.

Present: The Honorable E. Henry Lacombe, circuit judge.

LOUIS DEJONGE *et al.*
vs.
DANIEL MAGONE. } N. S. 13207.

Now come the plaintiffs, by Albert Comstock, Esq., their attorney, and move the trial of this cause.

Likewise comes the defendant, by Henry C. Platt, Esq., assistant United States attorney, his attorney.

Thereupon a jury is empanelled and the cause proceeds to trial. After hearing the evidence of the respective parties, the argument of counsel, and the instructions of the court on the 18th inst., the jury retire under charge of officers duly qualified to attend them, and upon their return say that *that* they find a verdict for the defendant, and so they say all.

14 On motion of Everitt P. Brown, Esq., ordered that the plaintiffs have a stay of sixty days in which to make and serve a case with leave to turn the same into a bill of exceptions.

An abstract of the minutes.

[L. S.] JOHN A. SHIELDS, *Clerk.*

15 United States Circuit Court, Southern District of New York.

LOUIS DEJONGE *et al.* *vs.* DANIEL MAGONE. } Judgment, ——, 188–.

The issues in this action having been brought on for trial before Mr. Judge E. Henry Lacombe and a jury, at a circuit court of the October term, 1889, and the issues having been tried, and a verdict for the defendant having been duly rendered on the 18th day of Feb'y, 1890, and his costs having been adjusted at $54.85—

Now, on motion of Edward Mitchell, United States attorney for defendant, it is adjudged that the defendant have judgment against the plaintiffs upon the issues in this action, and that he recover the sum of $54.85, his taxed costs, and have execution therefor.

Judgment signed this 18th day of Oct., 1890.

JOHN A. SHIELDS, *Clerk.*

16 [Endorsed:] 13207. United States circuit court. Louis Dejonge *et al. vs.* Daniel Magone. Judgment-roll. Edward Mitchell, United States attorney, attorney for defendant. Filed ——, 188–. Costs, $——. U. S. circuit court. Filed Oct. 18, 1890, 4 p. m. John A. Shields, clerk.

17 United States Circuit Court, Southern District of New York.

LOUIS DEJONGE, CHARLES F. ZENTGRAF, and LOUIS DEJONGE, JR., Plaintiffs, *against* DANIEL MAGONE, Collector, &c., Defendant. } N. S. 13207; Cal. No., 2574.

And afterwards, to wit, on the seventeenth day of February, 1890, this case came on to be tried before Hon. E. Henry Lacombe, U. S. circuit judge, and a jury duly empanelled and sworn to try the issues therein, and thereupon, during the trial and before the rendering of a verdict therein, counsel for the plaintiffs did take and allege certain exceptions to certain rulings of the court, which said exceptions were duly allowed by the court and are hereinafter specifically set forth.

Plaintiffs' counsel introduced evidence showing the importation by plaintiffs, at the port of New York, in 1888, of two lots of paper, the one coated, colored, and embossed to imitate leather; the other coated with flock to imitate velvet; the classification thereof by the collector as "paper, not otherwise provided for under Schedule M of the tariff act of March 3, 1883, paragraph 392;" the payment of duties thereon at the rate of 25% ad valorem by the plaintiffs to obtain possession of their goods; the making of due and timely protest and appeal as to each of said importations, wherein it
18 was claimed that the merchandise was dutiable at 15 per cent. ad valorem only, under the said Schedule M of said tariff act, paragraph 388, which reads as follows: "Paper, manufactures of, or of which paper is a component material, not specially enumerated or provided for in this act, fifteen per centum ad valorem," and the establishment of suit, pursuant to the provisions of the statute, to recover the excessive duties alleged to have been exacted in respect to said importations.

LOUIS DEJONGE, called and sworn as a witness on behalf of the plaintiffs, testified that he was the senior partner of the plaintiffs' firm and had been engaged in the importation and manufacture of papers for forty-three years, his interests as a manufacturer being larger than as an importer. He identified samples of the articles in suit and testified that they were made out of paper, coloring matter, sizing, and flocks. He was familiar with the kinds and qualities of paper out of which the samples were made; they were known as printing papers or sized paper, white and manilla papers. The process of manufacturing the goods shown by the samples in suit, out of this paper, was, in the case of that imitating velvet, first, to put a strong sizing on the papers, then to sift different-colored flocks into the wet sizing, and then to dry the product. Those are mostly used for mats, to contain photographs, to frame photographs, to imitate velvet. In the case of the paper coated, colored, and embossed to imitate leather, color was first laid upon the paper,
19 then it was dried, then sized, and finally passed through engraved steel rollers, which embosses its surface. They are used for a great many different ornamental purposes; for instance, books, to cover books, and for a great many other purposes, to imitate leather. The processes were all mechanical ones. He had seen them all, and his firm was engaged in said processes. They bought the papers in the open market.

Q. Are these processes expensive ones in the amount of labor, cost of plant, etc?

(Objected to. Excluded. Exception by plaintiffs.)

Q. Are they lengthy processes, taking a long time?

(Objected to. Excluded. Exception by plaintiffs.)

Q. Do you know whether or not makers of papers in any case make the article here in suit?

(Objected to. Excluded. Exception by plaintiffs.)

On cross-examination this witness testified: It was a difficult question to answer how many different kinds of paper there were known in the trade and commerce of this country on March 3, 1883, and prior thereto. There were a great many. Our house issues a catalogue of papers in the trade. (Catalogue identified.) They were known by about the same trade names in 1883 as they are now known; there is no difference in that respect.

Q. Was there any particular name in trade and commerce in this country in 1883 and prior thereto for the articles represented by Exhibit S 2? (The paper embossed to imitate leather.)

This question was objected to by plaintiffs, was admitted, and plaintiffs duly excepted to the ruling.

20 A. Yes; it must have been known as embossed paper or morocco paper. By embossed I mean pressed. The pattern is brought out by embossing of the paper. There is no other material in this article except the paper, the coloring matter, and the sizing. It is very rarely used for covers of books or pamphlets. It is used for a great many purposes. It is used for covering paper boxes, for sample cards, for pocket-books, for pamphlets; it is difficult to state them all. It is used to manufacture these articles. It comes in sheets, generally 20 by 25 inches, the usual size. In our trade catalogue it is included among "colored embossed papers." They come in various colors of different patterns to manufacture other articles from.

The catalogue of the plaintiffs, Louis Dejonge & Co., being identified by this witness, was put in evidence. A copy thereof is annexed to this bill of exceptions, marked Exhibit "A."

Q. Is the object of coloring and embossing Exhibit S 2 to make it imitate leather?

A. Yes.

Q. But there is no leather in it?

A. No.

Q. Is it sometimes used to be printed on?

A. Very rarely. Sometimes it may have a name stamped on it, but I cannot call it exactly printing.

Q. When used for pamphlet and magazine covers, is it not printed on?

A. They could not print on it like other papers; they have to treat it like printing on leather; it has to be stamped on.

Q. But it takes some impression of words and letters?

21 A. It takes some impression, but not by the regular printing process.

Q. By what name in the trade and commerce of this country in 1883 was Exhibit S. 1 (the flock paper to imitate velvet) bought and sold?

(Objection by plaintiffs. Question admitted. Exception taken by plaintiff-.)

A. Imitation of velvet paper. There was a trade name to that

article in commerce in this country in 1883—imitation of velvet paper.

Q. Was not that known in trade at that time and since as "surface-coated paper"?

A. No, sir.

Q. What was surface-coated paper as known to the trade in 1883?

(Objected to as irrelevant, there being no such term used in the tariff. Allowed. Exception by plaintiffs.)

A. Surface-coated papers are all papers on which a coating of color or sizing or flock is laid on.

Q. Flock is laid on that sample?

A. I would call it a surface-coated paper, although it is not known in the trade.

Q. Then do you mean to say that it is actually a surface-coated paper?

A. It is the same treatment, pretty nearly.

Q. Was not the term "surface-coated papers" well known in trade in 1883, since 1883, and before 1883 in this country?

A. I think not in 1883.

Q. Is that a new term in the paper trade?

A. Yes; this article (Exhibit S. 1) ought to be mentioned
22 in our catalogue, but I cannot now find it. If it was in it would be under the head of "leather papers."

Q. Was such a commercial term as "fancy papers" known in 1883?

A. Yes.

Q. Does that name cover both the samples here in suit?

A. Yes.

Q. And there are a great variety of fancy papers?

A. Yes.

Q. So that in trade and commerce in this country in 1883 the term "fancy papers" in trade would cover these articles in suit, would it?

(Objected to as irrelevant, the term "fancy papers" not having been used in the tariff. Admitted. Exception by plaintiffs.)

A. Yes.

Witness testified that he had seen velvet papers used on walls, but those were made of heavier stock and heavier flocks; a different manufacture altogether. The material of flock is wool. This wool after it has been finely ground is taken and placed on the surface of the paper, so that the material of the velvet paper consists of paper, sizing, and wool.

This witness further testified: I have seen wall paper or paper-hangings manufactured. It is colored and sometimes embossed. This velvet paper (S. 1) comes in sheets, the same as the other paper.

On redirect he was asked:

Q. You have said that one of the ingredients of these samples before you is size. Tell us, if you know, whether that is the same size that is used by makers of paper.

23 A. It is a different size altogether.

Q. Have you seen in any factory where the articles in suit are manufactured a Fourdrinier machine?

A. I have had no experience in the manufacture of the paper itself. We do not make the paper itself. The papers which we use in our business are made on a Fourdrinier or on a cylinder machine. In the processes by which these samples (S. B) are transformed into the samples S. no Fourdrinier or cylinder machine is used. The machines used to emboss or otherwise treat the surface are coating machines or grinding machines and embossing machines.

Q. Are your workmen in the mills paper-makers?

(Objected to. Excluded. Exception by plaintiffs.)

The articles here in suit are bought and sold by the sheet or ream.

WALTER GOODMAN, called and sworn as a witness for the plaintiffs, testified that he was a wholesale paper dealer, familiar with the kinds of paper ordinarily dealt in in his line of business. He identified the papers out of which the articles in suit were made as manilla papers and book papers or printing papers. They were all merchantable articles of paper in their present condition and he did not think these papers or any of them were, in that condition, used for decorating. The words "paper, antiquarian, demy, drawing, elephant, foolscap, imperial, letter, note," refer to a commercial class of papers made of high-priced stock and used for printing

24 and drawing. The different names quoted were the names of various-sized sheets. The same commercial class of papers also includes other sizes not covered by any of the enumerations, such as "flatcaps," "double caps," "folios," "double folios," "double demy," "royal," "atlas," and "Columbia." Paper as dealt in at present is made only on the the Fourdrinier machine. The cylinder machine is obsolete. The articles in suit are not in either case saleable for writing or drawing.

On cross-examination witness stated that he was not a manufacturer of paper and had never been employed at any place where it was manufactured, and that his house dealt mostly in book papers and news papers. It did not deal in fancy papers nor in any of the papers enumerated in the catalogue of Louis Dejonge & Co., nor in tissue paper, wall paper, paper for screens, or paper for fireboards. His firm did not deal in all kinds of papers and his knowledge extended only to the particular kinds of papers his firm dealt in and to no other; that he had no experience in the manufacture of the stock of paper in its original state and his firm did not deal in papers of various colors nor in all kinds of paper; that there are a great many different kinds of papers, and that plaintiffs' sample (S. 2) is used in the manufacture of books or pamphlets—pasted onto them.

CHARLES W. BARNES, sworn and examined as a witness for plaintiffs, testified that he had been selling paper at wholesale in New York city for thirteen years and was familiar with the ordi-
25 nary papers bought and sold in the paper trade. He was familiar with the kinds of paper out of which the articles in suit were manufactured; they were known as machine-finished book paper and as manilla paper. He was familiar with the terms "paper, antiquarian paper, demy paper, drawing paper, elephant paper, foolscap paper, imperial paper, letter paper, note," and the term "drawing and writing papers" would fairly describe the class to which they all belong, the different names indicating the various sizes of the sheets. There are other names for other sizes of the same class: "flatcap," "folio," "double demy," "post," "ledger," "royal medium."

Q. Are the papers before you (S. 1 B & S. 2 B) members of the class which we have been talking about—writing and drawing papers?

A. No, sir. In these papers there is low-priced stock and in the writing papers there is high-priced stock. He could not say whether the papers before him. (S. 1 B & S. 2 B) were ever used for decorating purposes. He did not positively know of their being so used. The samples marked S. in the condition in which he now saw them were not used for writing or drawing papers.

On cross-examination the witness testified that he had dealt in book paper, writing paper, photographic papers, news paper, and manilla papers; that he had never seen wall paper made; had never dealt in leather paper or surface-coated papers or glazed papers, embossed papers, trunk-lining papers, or varnished papers, and that he did not deal in fancy papers to any great extent.

26 On redirect the witness testified that in the mills where writing and printing papers are made no such machines are used as embossing cylinders, sizing machines for sizing the surface of finished paper, or machines for spreading flock or other ingredients on the surface of the paper.

Witness had been through various paper mills where book papers, writing papers, and news papers are made, but he had never seen any of this velvet paper made. Writing paper is sized and colored in paper mills, the sizing or coloring being put into the paper stock or material out of which the paper is made. Witness never knew of a paper mill where they sized or colored the surface of completed paper.

On recross-examination this witness testified he had never seen any velvet paper made and did not know how it was made. There were mills adapted to the manufacture of various kinds of paper; the manufacture was divided into various branches. He had never seen wall paper made nor any other except writing or printing paper.

I. AUGUSTUS STANWOOD, called and sworn as a witness for plaintiffs, testified that he had been a manufacturer of paper for twelve years and was generally familiar with the different processes of manufacture known in the paper-makers' art. He stated that all paper is made from vegetable fiber. The mills are graded, one making manilla paper, another writing paper, others the
27 various intermediate grades. In all paper mills the stock is ground into pulp, which is diluted with water and run over a machine—either a Fourdrinier or a cylinder machine—upon which the paper is formed, coming off in a roll, which may be cut into sheets as desired. This description applies to all kinds of paper known to the paper-makers' art. Such machines as embossing cylinders, flock-printing machines, surface-coating machines, grounding and sizing machines for putting soft size on the surface of paper witness never saw in a paper mill.

Q. Please look at sample S. 1 and state from your knowledge of the paper-makers' art whether in your opinion those articles could be produced by the ordinary processes of the paper-makers' art.

A. Not in this condition.

Witness testified that the nine words commencing with "paper, antiquarian," in sec. 392 of the tariff indicated to his mind a class of papers, sized, made from fine stock and used for writing and drawing, the various words implying distinctions in the sizes of sheets.

On cross-examination he testified that he had not been actively engaged in the manufacture of paper since 1874, but had been to some extent familiar with the processes of manufacture in the mills since that time; that he was in the custom-house from 1875 to 1888, and now is a lawyer practicing at this bar and had pending cases in his office on this issue and was interested therein for his own
28 clients; that in making wall paper something more must be done than the processes he had described; that he was not familiar with the making of papers for screens or fireboards.

T. ALFRED VERNON, sworn and examined on behalf of plaintiffs, testified that he had a general knowledge of the paper-makers' art, having managed three mills and manufactured all kinds of paper. He described the processes known to the paper-makers' art as follows:

"Paper is a vegetable fibre felted together in a wet state. After being reduced to pulp by being passed through a series of knives in the engine it is run on a wire. The water is drawn out through the wire and it (the paper) passes from the wire to the felt, and from the felt it is taken onto drying cylinders, where it is dried."

Witness was familiar with the machinery used in paper mills. There are not any such machines known in any paper mills that witness knew of as embossing rollers, grounding machines, machines for applying sizing, or machines for coloring the finished papers. Witness stated that paper was sized in two ways, by engine sizing and by surface sizing. The sizing is either put in the engine,

when the pulp is wet, in a solution or else the paper is passed through a bath of glue at the end of the machine.

Q. The sizing which you describe as occurring at the conclusion of the paper-making process is that followed by an immediate drying and hardening process to complete the paper?

A. The paper is all done when it leaves the machine, when
29 it is engine-sized, but if it is animal-sized it passes through a bath of glue and is then hung in the loft, on poles, to dry—it is called "loft-dried"—so that the sizing has time to shrink and make the paper harder, as in ledger paper. The nine words in sec. 392 of the tariff beginning with "paper, antiquarian," convey to witness' mind the idea of writing and drawing paper of various sizes. The same class of papers includes sizes not enumerated in section 392, such as "double cap," "medium," "royal," "crown," "post," "atlas." The articles in suit could not be produced by processes known to the paper-makers' art. They have to be finished afterward by different processes—further manufactured, as a chair is from wood.

On cross-examination this witness testified that he did not make wall paper or paper for screens or fireboards in his mills. These mills had made the paper which was to be afterward manufactured into paper for screens and fireboards and into wall paper. They made every kind of paper that is ever used for any purpose. We made papers for this purpose (indicating samples S. 1 & S. 2). We made rope paper—a strong paper which was coated afterward. We do not put the coloring matter on at our mills. We do not manufacture it finished; we manufacture what we call the raw stock; but we do not finish at all in our mills the paper which is fit for use as screens or fireboards. We make all sorts of colored papers. The colored papers that we make are colored in the engine when the stock is wet, in the vat. We have no other way of making it than incorporating the color then.

30 Plaintiffs put in evidence from Webster's Unabridged Dictionary the following definitions, viz:

"Antiquarian: Having a very large size, as drawing paper, measuring 56 by 38 inches."

"Demy: A size of paper next smaller than medium; that used for printing is about 22 by 18 inches; that used for writing is about 19 by 15 inches."

"Elephant: Drawing paper of the largest size, being 28 inches by 23."

"Foolscap: A long folio writing paper, about 13½ by 16½ inches."

"Letter: Paper for writing letters, especially as distinguished from foolscap."

"Drawing: A thick, sized paper, for draughtsmen and for water-color painting."

"Imperial: A large kind of drawing paper, 21 by 30 inches."

"Note: Fine, fancy, or plain paper, not exceeding in size when folded as in the quire five by eight inches."

"Writing paper: Paper finished with a smooth surface, sized, and fitted for writing upon."

"Atlas: A kind of large drawing paper."

"Post: A sort of writing paper much used for letters."

After testimony showing that upon the plaintiffs' theory they were entitled to a verdict for the sum of fifty-three $\frac{2}{100}$ dollars, plaintiffs rested.

31 THOMAS A. YOUNG, called and sworn as a witness for the defendant, testified that he was a manufacturer of wall paper; well acquainted with the process of manufacturing that article; that he was a member of the house of Carey Brothers, Philadelphia.

Q. In the making of wall paper is it embossed during the process?

(Objected to as irrelevant. Allowed. Exception by plaintiffs.)

A. Yes.

Q. State the process, so far as the coloring and embossing is concerned. State what is done in the manufacture of paperhangings or wall paper.

(Objected to as irrelevant. Allowed. Exception *to* plaintiffs.)

A. We are, or at least we are termed, "wall-paper manufacturers," but the proper term is "paper-stainers." The plain stock is furnished to us by the manufacturers of that class of goods throughout the country; it is taken to the mills, and we use what we term a "water color," and then the paper is printed upon. Sometimes gilt is used in putting upon the papers. After the surface is printed with color or with gilt and dried it is then taken to the embossing machine and embossed. That then constitutes what is known as embossed paper. The coloring is done by machinery, and upon the completion of that process the product is what is known as wall paper or paperhangings.

On cross-examination he testified that the articles from which wall papers were made were paper (composed of rags, wood, &c.), color (composed of clay, coloring matter, and water), and gilt
32 (composed of metals variously colored). The paper used was a completed printing paper, and to make wall paper out of it it is put through various manufacturing processes. The paper, after we get through with it, is fit for decorating walls, which is quite a different use from the paper as we buy it. The witness further testified that he was not acquainted with the manufacture of plain white paper or writing papers.

VALDEMAR A. WALTER, another witness sworn and examined for the defendant, testified that he was a paper-stainer engaged in the production of colored papers for about thirty years and familiar with the processes of manufacturing all fancy papers and such as the articles in suit; that he had manufactured and sold such articles and was familiar therewith.

Q. By what name were articles represented by sample S. 1 known to trade and commerce in this country in 1883 and prior thereto?

(Objected to until it is shown that there was a different meaning in trade and commerce to the terms in the tariff from the ordinary one. Allowed. Exception *to* plaintiffs.)

A. It was known as imitation of velvet paper or flock paper; either name would describe it commercially in 1883 and up to this date. There had been no change in that respect. He testified that the article was used for fancy boxes to give them an imitation of velvet; also for wall decoration. It comes in two different ways—
in sheets and in rolls. It is used largely to put on walls,
33 and has been so used for forty years and over. The flock
upon it is wool flock; flock in substance is wool. It is the shearings of cloth, and if that cannot be had they grind the wool and dye it, and that is called "flock." To make this article (S. 1) we have to take sized paper as it comes from the mill. These pass over a machine and take a sizing or glue matter or a varnish, as the manufacturer likes to make it, and the flock is then dusted on. The gum binds the flock to the paper. It is afterwards dried and cut into sheets or rolls; that is the process.

—. The object of the sizing is to make the flock stick to the raw paper?

A. Yes; to combine the two materials together. As to the relative value of the materials, the wool flock would be worth about three times as much as the paper. The flock is laid on sometimes heavy and sometimes light. The price of the paper is probably five or six cents and the price of the flock twenty-five or thirty cents. It varies in price. The object of putting the flock on the paper is to give it an imitation of velvet—that is, to increase the value of it. After this process is completed it is known as imitation of velvet paper or flock paper. The article represented by S. 2 is made by taking well-sized paper, so that coloring matter will not penetrate it. This is coated with a coloring matter mixed with glue or rosin or alum or shellac, &c., which coloring matter is put on by a grounding machine. After drying it is calendered and
then run through an embossing machine, where it receives
34 the design. The embossing machine is in the nature of a
stamp to stamp the design on. The paper we use in manufacturing articles like S. 2 receives one sizing in the paper mills. When we order these papers from large paper mills we order them well sized and well calendered so that the color remains on the surface. The sizing we use in our mills is mixed in a liquid state with the coloring matter. Paper is never actually embossed in paper mills, but they make in the mills a certain kind of water mark by means of rollers. The article shown in sample S. 2 is used for various purposes, wherever an imitation of leather is required—for album covers, fancy boxes, &c.

(By the COURT:)

Q. What was the Exhibit S. 2 known as in trade and commerce of this country in 1883?

(Exception by plaintiffs.)

A. "Colored morocco paper." The general name is "embossed fancy papers." I am familiar with the term "fancy papers" in the trade and commerce of this country.

Q. How long has the term "fancy papers" been used as a trade term in the commerce of this country, to your knowledge?

(Objected to as immaterial and irrelevant. Question allowed. Exception by plaintiffs.)

A. As long as I can remember; prior to 1883.

Q. What were known as "fancy papers" in trade and commerce in this country in 1883 and prior thereto?

A. All that class of paper that we call "surface coated," used for box-making and for various purposes. The articles S. 1
35 & S. 2 were so known under the general class as "fancy papers." In that class we had them on our sample cards in general "fancy papers," "manufactures of fancy papers," their particular names being "imitation of velvet paper" and "morocco paper."

On cross-examination this witness testified that before one could make any of these articles he must procure the paper, which is what we call the raw material for our work. It could be used for such purpose as printing or writing on when we buy it, and such is undoubtedly its ordinary use, if we do not happen to buy it for our factory. It is, in making articles like S. 1 and S. 2, put through various processes—long, complicated, and expensive—requiring workmen unaccustomed to making paper itself and involving an entirely different art from that of making the paper which is used in this manufacture. Wall-paper makers use the same machinery that we do—identically the same machinery—and the same kind of paper to manufacture wall paper. Wall paper usually comes in rolls and is not ordinarily used in sheets. The common and ordinary use of this paper (S. 2) is to imitate velvet in making boxes, photograph frames, and similar uses and for wall-paper decorations.

We bought a big factory which is making those wall papers, and they cut it up into sheets and sold it for box-making. The paper like S. 1, but which is used for wall paper, comes in rolls. If witness should see such paper in sheets he would not consider that it was to be used as wall paper. The sizing used to prepare paper for
being made into these articles, S. 1 and S. 2, is not the sizing
36 used in the paper manufacturers' trade. It is of the same ingredients, but in a different combination. If the rate contended for by the plaintiffs should be established for the class of articles in suit, it would seriously embarrass the witness' business.

WILLIAM P. DANE, sworn and examined on behalf of defendant, testified that he was a dealer in surface-coated paper. He was only

familiar with sample S. 2 and the class of goods represented thereby. He had dealt in them for twenty years. He knew the process of the manufacture of surface-coated papers and was brought up at the factory.

Q. Did it have a name in trade and commerce in this country in 1883 and prior thereto?

(Objected to. Allowed. Exception by plaintiffs.)

A. Thirty years ago the manufacturers in this city, and, I guess, generally, called these goods "fancy colored papers." With the manufacturers out of the city I think that generally they designated them as "glazed, plated, enameled, and embossed papers." I think they were called that more generally than "fancy papers." "Glazed, plated, enameled, and embossed papers" represented the different kinds of finish that we put on the surface of the goods after they were ready for the market. He testified that the term "fancy papers" designated a class of which the article in suit S. 2 was a member. The particular name of that article was "embossed imi-
37 tation morocco." It is imitation leather goods; that is what we intended to make. It was and is used by paper-box makers for coverings, and more generally to take the place of leather or leatherette, in my opinion. It is used more extensively by bookbinders and others than by box-makers, but is used all along the line where people wish to find a substitute for leather or to imitate leather.

On cross-examination he stated that he had helped manufacture articles like S. 2. It was not in a paper mill where the paper was made on which such coatings were to be placed. He had seen the kind of paper out of which S. 2 was to be made before it was made into articles like S. 2. Such paper was the kind known as book paper or No. 1 news. It was a completed paper, ready for mercantile use—such as printing paper. It is the raw material for these different lines of goods. These are manufactures of that raw material.

Defendant also introduced in evidence the definitions of paper in Webster's Unabridged Dictionary:

Paper: A substance in the form of thin sheets or leaves intended to be written or printed on, to be used in wrapping, &c., and made of a pulp obtained from rags, from straw, from bark, or like materials pressed and dried; a printed or written instrument; a sheet, leaf, or piece of such substance.

The defendant, having rested, then moved for direction of a verdict on the grounds that plaintiffs had not shown facts sufficient to constitute a cause of action; and, further, that as to S. 1 the evi-
38 dence showed that if it is a manufacture at all it is a manufacture of wool, which is the component material of chief value; which motion the court denied.

Plaintiffs then moved for direction of a verdict; which motion the court also denied, plaintiffs duly excepting.

The plaintiffs then submitted several requests as to how the court should charge the jury, among which the following requests were

refused, and exception on behalf of plaintiffs being duly taken and allowed as to each such refusal, viz:

5. If the articles in suit are made by the addition of foreign substances to paper not covered by the popular definition nor the dictionary definition of paper, they cannot be classified as paper for purposes of duty.

6. Unless you find that trade and commerce in 1883 and theretofore in this country had affixed a different meaning to the word "paper" from the ordinary meaning, the articles here in suit, not being within the latter, are not to be assessed as paper.

8. The general words of section 392 of the tariff must be construed as though they read "and all other papers of that class (designated by the nine preceding words) not specially enumerated or provided for in this act," and unless you find that the articles in suit belong to that class they cannot be considered as provided for in section 392, unless by the words "paper-hangings and paper for screens and fireboards."

The court then charged the jury, saying to them, among
39 other things: "Was this article in the trade and commerce of this country, when Congress legislated in 1883, a variety of paper? In other words, if the committee of Congress that framed this act and reported it to Congress had turned to the trade and commerce of this country of 1883 and had asked that trade for a comprehensive list of all kinds of paper known to them and dealt in commercially as such, would paper like this have been included in such list? If the commerce of the country had furnished to the committee of Congress, in answer to such a request, a list of all the kinds of paper known to that trade, and if such list enumerated articles like these, then they are covered by the phrase 'all other papers' in paragraph 392. The collector was right, and the defendant is entitled to a verdict. If, on the other hand, an article such as this would not have been included in that list at that time, then the plaintiff, having established by the proof that they are manufactures of paper, is entitled to your verdict."

Plaintiffs duly excepted to this portion of the charge.

The jury found a verdict for the defendant.

And forasmuch as the matters, things, and exceptions aforesaid do not appear by the record, I have settled, allowed, and signed this bill of exceptions on the prayer of the said plaintiffs, by their counsel, and it is—

Ordered that the same be filed as a part of the record herein with like force and effect as if the same had been reduced to writ-
40 ing, signed, and filed before the case was given to the jury.

Witness my hand, at the city of New York, in the southern district of New York, this 16th day of October, 1890.

E. HENRY LACOMBE.

Endorsed: United States circuit court, southern district of New York. N. S. 13207. Louis Dejonge, Charles F. Zentgraf, and Louis Dejonge, Jr., plaintiffs, *vs.* Daniel Magone, collector, &c., defendant. Bill of exceptions. U. S. circuit court. Filed Oct. 16, 1890. John A. Shields, clerk.

Established 1846.

Louis Dejonge & Co.

Manufacturers of

Surface Coated Papers, Plated, Glazed and Embossed, Fine Coated Chromo and Label Papers.

Importers of and Dealers in

Fancy Papers, Pictures in Sheets, and Scrap Book-Reliefs,
Paper Laces and Borders,
English Book Cloths, Genuine Moroccos, Russia Hides,
English Calf, Marble Papers, etc.

Factory: Staten Island, N. Y.

Office: 71 and 73 Duane Street, New-York.

P. O. Box 2553.

PREFACE.

In submitting herewith our Catalogue to our friends, and the trade in general, we beg to invite the same to examine the great variety of material kept in stock at all times.

We shall be pleased to submit samples of our own manufacture and all imported goods, and give Special Estimates for all grades in different sizes and weights.

It will be our object to furnish always the best goods at the lowest Market rates, and hope in the future, as in the past, to deserve the confidence placed in us by our business friends.

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GLAZED AND PLATED PAPERS.

No.				
12½	White, cream shade, flint finish	20 x 24		$4.00
12¼	" medium blue shade, flint finish	20 x 24		4.00
12¼ B	" blue shade, flint finish	20 x 24		4.00
12	" cream shade, extra fine, flint finish	20 x 24		4.00
12 B	" blue " " " "	20 x 24		4.00
12½ F	" cream shade, friction finish	20 x 24		2.50
12¼ F	" medium blue shade, friction finish	20 x 24		2.50
12¼ B F	" blue shade, friction finish	20 x 24		2.50
12 W	" cream shade, waterproof finish	20 x 24		5.00
12 W B	" blue " " "	20 x 24		5.00
11	Silk green, light, friction finish	20 x 24		4.00
11 L	" " " "	20 x 24		4.00
433	" medium " "	20 x 24		4.00
320	" dark " "	20 x 24		4.00
321	" " " "	20 x 24		4.00
322	" " " "	20 x 24		4.00
115	" light, extra fine, flint finish	20 x 25		7.00
116	" medium " "	20 x 25		7.00
117	" dark, flint finish	20 x 24		6.50
118	" " "	20 x 24		6.50
119	" " extra fine, flint finish	20 x 25		7.00
119 D	" " " "	20 x 25		7.00
310	Dark green, plated, book lining	21 x 24		6.00
311	" " "	21 x 24		6.00
312	" " "	21 x 24		6.00
313	" " "	21 x 24		6.00

All prices subject to the fluctuations of the market.

GLAZED AND PLATED PAPERS.

[Continued.]

No.			
13	Paris green, light, friction finish	20 x 24	$4.00
27	" " " " "	20 x 24	4.00
14 A	" " yellow shade, friction finish	20 x 24	4.50
14 B	" " blue " " "	20 x 24	4.50
14 C	" " " " " "	20 x 24	4.50
14 D	" " " " " "	20 x 24	4.50
14½	" " " dark, friction finish	20 x 24	4.50
28	" " " fine " "	20 x 25	6.00
26 A	Vegetable green, tint, flint finish	20 x 24	5.00
26 B	" " " "	20 x 24	5.00
26 C	" " flint finish	20 x 24	5.00
26 D	" " "	20 x 24	5.00
13 P	Paris green, tint, plated	20 x 24	4.00
13½ P	" plated	20 x 24	4.50
27 P	" "	20 x 24	4.50
14 P	" "	20 x 24	4.50
14 P F	" "	20 x 24	4.50
14 P D	" "	20 x 25	5.00
90	Blue, tint, flint finish	20 x 24	4.00
92	" light, "	20 x 24	4.00
93	" " "	20 x 24	4.00
90 A	" " "	20 x 24	4.00
90 B	" medium "	20 x 24	4.00
105 B	" " "	20 x 24	4.00
105 A	" ultramarine, flint finish	20 x 24	4.00
105 D	" " fine, flint finish	20 x 25	5.00

All prices subject to the fluctuations of the market.

GLAZED AND PLATED PAPERS.

[Continued.]

No.				
105 C	Blue, dark, fine, flint finish	20 x 25		$5.00
90 F	" tint, friction finish	20 x 24		4.00
90 A F	" light, "	20 x 24		4.00
90 B F	" medium "	20 x 24		4.00
105 A F	" ultramarine, friction finish	20 x 24		4.00
105 D F	" dark, friction finish	20 x 24		5.00
350	" tint, plated	20 x 24		4.00
351	" " "	20 x 24		4.00
226¼	" light, plated	20 x 24		4.00
226	" " "	20 x 24		4.00
226¾	" " "	20 x 24		4.00
226½	" " "	20 x 24		4.00
124¼	" medium, plated	20 x 24		4.50
124½	" dark, plated	20 x 24		4.50
331	" ultramarine, plated	20 x 24		5.00
332	" dark, plated	20 x 24		5.00
124	" " "	20 x 24		5.00
464	Bremen blue, tint, flint finish	20 x 24		4.00
410	" " " "	20 x 24		4.00
214	" " light "	20 x 24		4.00
215	" " flint finish	20 x 24		4.00
216	" " "	20 x 24		4.00
217	Robin's egg blue, flint finish	20 x 24		4.00
218	Peacock blue, flint finish	20 x 24		4.00
199 B F	Bremen blue, tint, friction finish	20 x 24		4.00
214 F	" " light, friction finish	20 x 24		4.00

All prices subject to the fluctuations of the market.

GLAZED AND PLATED PAPERS.

[Continued.]

No.			
199	Bremen blue, tint, plated	20 x 24	$4.00
199 B	" " " "	20 x 24	4.00
196	" " plated	20 x 24	4.00
194	" " dark, plated	20 x 24	4.00
198	" " light "	20 x 24	4.00
152 P	" " plated	20 x 24	4.00
225¾	" " "	20 x 24	4 00
206 L	Red, Turkey, flint finish	20 x 24	5.00
206 A	" " fine, flint finish	20 x 25	7.00
206 ADK	" " " "	20 x 25	7.00
206 L F	" " friction finish	20 x 24	4.00
207 L F	" " "	20 x 24	4.00
208 L F	" " dark "	20 x 24	4.00
206 P	" " plated	20 x 24	4.00
207 P	" " "	20 x 24	4.00
208 P	" " dark, plated	20 x 24	5.00
209 P	" cherry, plated	20 x 24	5.00
210 P	" " "	20 x 24	5.00
370	Solferino, friction finish	20 x 24	4.00
370 A	" "	20 x 24	4.00
370 M	" on manilla, friction finish	20 x 24	4.00
30	Pink, tint, flint finish	20 x 24	4.00
31	" light "	20 x 24	4.00
35	" " "	20 x 24	4.00
37	" flint finish	20 x 24	4.00
38	Rose "	20 x 24	4.00

All prices subject to the fluctuations of the market.

GLAZED AND PLATED PAPERS.

[Continued.]

No.			
7	Rose, flint finish	20 x 24	$4.00
36	Pink, light, friction finish	20 x 24	4.00
39	Rose, friction finish	20 x 24	4.00
202	Pink, tint, plated	20 x 24	4.00
39 P	Rose, plated	20 x 24	4.00
32	Pink "	20 x 24	4.00
201	Rose "	20 x 24	4.00
24	Lilac, tint, flint finish	20 x 24	4.00
24 A	" " "	20 x 24	4.00
24 C	" flint finish	20 x 24	4.00
24 D	" "	20 x 24	4.00
371 L	" dark, flint finish	20 x 24	4.00
371½	Purple, royal, friction finish	20 x 24	5.00
371 D	" " "	20 x 24	5.00
378	Lavender, plated	20 x 24	4.00
379	" "	20 x 24	4.00
83 D	" "	20 x 24	4.00
377	" "	20 x 24	4.00
377 D	" "	20 x 24	4.00
483 L	Gray, tint, flint finish	20 x 24	4.00
483	" " "	20 x 24	4.00
499	" flint finish	20 x 24	4.00
536	Drab, flint finish	20 x 24	4.00
537	Tea "	20 x 24	4.00
538	" "	20 x 24	4.00
539	" "	20 x 24	4.00

All prices subject to the fluctuations of the market.

GLAZED AND PLATED PAPERS.

[Continued.]

No.			
486	Drab, olive, flint finish	20 x 24	$4.00
485	" " "	20 x 24	4.00
542	Sage green, flint finish	20 x 24	4.00
540	Olive, flint finish	20 x 24	4.00
541	" "	20 x 24	4.00
435	Brown, light, flint finish	20 x 24	4.00
435 M	" medium, on manilla, flint finish	20 x 24	4.00
435 D	Olive, dark, flint finish	20 x 24	4.00
492 F	Drab, olive, friction finish	20 x 24	4.00
485 F	" " "	20 x 24	4.00
343	Tea, plated	20 x 24	4.00
344	Olive "	20 x 24	4.00
345	Sage green, plated	20 x 24	4.00
346	Olive, plated	20 x 24	4.00
347	Slate, plated	20 x 24	4.00
348	" "	20 x 24	4.00
376	Brown, plated	20 x 24	4.00
343 376	on book lining stock	21 x 24	5.00
1 G	Orange, flint finish	20 x 24	4.00
135 A	" "	20 x 24	4.00
1	" friction finish	20 x 24	4.00
1 D	" "	20 x 24	4.00
443	" on manilla, friction finish	20 x 24	4.00
57	" plated	20 x 24	4.00
13	" "	20 x 24	4.00
502	Salmon, light, flint finish	20 x 24	4.00

All prices subject to the fluctuations of the market.

GLAZED AND PLATED PAPERS.

[Continued.]

No.			
504	Salmon, medium, flint finish	20 x 24	$4.00
505	" dark "	20 x 24	4.00
510	Buff, plated	20 x 24	4.00
511	Yellow chrome, plated	20 x 24	4.00
512	" " deep, plated	20 x 24	4.00
72	Straw, tint, flint finish	20 x 24	4.00
73	" " "	20 x 24	4.00
75	Buff " "	20 x 24	4.00
4	Yellow " "	20 x 24	4.00
74	" " "	20 x 24	4.00
3	" lemon, tint, flint finish	20 x 24	4.00
5	" light chrome, "	20 x 24	4.00
5 A	" medium chrome, flint finish	20 x 24	4.00
4 F	" light, friction finish	20 x 24	4.00
3 F	" lemon "	20 x 24	4.00
6 A	" deep chrome, friction finish	20 x 24	4.00
74 P	" tint, plated	20 x 24	4.00
4 P	" " "	20 x 24	4.00
169	" light, plated	20 x 24	4.00
68	" lemon "	20 x 24	4.00
68½	" chrome "	20 x 24	4.00
135	" " "	20 x 24	4.00
5 A F	" " friction finish	20 x 24	4.00
76	Buff, light, flint finish	20 x 24	4.00
200 B	" " plated	20 x 24	4.00
200 A	" " "	20 x 24	4.00

All prices subject to the fluctuations of the market.

GLAZED AND PLATED PAPERS.

[Continued.]

No.			
200 C	Buff, dark, plated	20 x 24	$4.00
202	" " "	20 x 24	4.00
203	Yellow, light chrome, plated	20 x 24	4.00
204	" deep " "	20 x 24	4.00
205	Old gold, plated	20 x 24	4.00
8 A	Red, cherry, flint finish	20 x 24	6.00
503	" dark "	20 x 24	6.00
9 A	" cherry, fine, flint finish	20 x 25	7.00
155 I	Maroon, light, fine, flint finish	20 x 25	8.00
155 L	" dark " "	20 x 25	8.00
8 A F	Red, cherry, friction finish	20 x 24	4.00
9 A F	" " "	20 x 24	4.00
155 F	Maroon, friction finish	20 x 24	4.00
155 P	" plated	20 x 24	7.00
496 L	Brown, light, flint finish	20 x 24	4.00
496	" medium, flint finish	20 x 24	4.00
23 L	" " "	20 x 24	4.00
23	" dark "	20 x 24	4.00
21	" " "	20 x 24	4.00
23 F	" " friction finish	20 x 24	4.00
22 F	" " "	20 x 24	4.00
326	Fawn, plated	21 x 24	5.00
327	" "	21 x 24	5.00
328	Chocolate, light, plated	21 x 24	5.00
329	" medium, plated	21 x 24	5.00
333	" "	21 x 24	5.00

All prices subject to the fluctuations of the market.

GLAZED AND PLATED PAPERS.

[**Continued.**]

No.			
334	Chocolate, medium, plated	21 x 24	$5.00
335	" dark "	21 x 24	5.00
396	Brown, light, flint finish	20 x 24	4.00
107 B	Bronze, flint finish	20 x 24	4.00
108 B	" "	20 x 24	4.00
107 B F	" friction finish	20 x 24	4.00
108 B F	" "	20 x 24	4.00
107 B F M	" on manilla, friction finish	20 x 24	4.00
106	Steel blue, flint finish	20 x 25	7.00
106½	" "	20 x 25	7.50
106¾	" friction finish	20 x 25	5.00
106¼	" "	20 x 25	5.00
106 D F	" "	20 x 25	5.00
94	Black, flint finish	20 x 24	6.00
15	" "	20 x 25	7.00
94 F	" friction finish	20 x 24	4.00
15 P L	" plated	20 x 24	6.00
15 P	" "	20 x 24	7.00

All prices subject to the fluctuations of the market.

FOIL AND COPPER PAPERS.

XLW	Foil, extra light on white, friction finish	20 x 24	$6.00
LW	" light " " "	22 x 32	10.00
MW	" medium " " "	22 x 32	12.00
HW	" heavy " " "	22 x 32	14.00
XHW	" extra heavy on " "	22 x 32	24.00
XLM	" " light on manilla "	22 x 32	10.00
LM	" light on manilla "	22 x 32	10.00
MM	" medium on " "	22 x 32	12.00
HM	" heavy on " "	22 x 32	14.00
XHM	" extra heavy on manilla "	22 x 32	18.00
ICW	Copper, imitation on white "	20 x 24	10.00
ICM	" " " manilla "	rope stock 20 x 24	12.00

All prices subject to the fluctuations of the market.

COLORED EMBOSSED PAPERS.

500 sheets to the ream, 20×25 inches.

Over 30 different patterns contained in a series of 4 books.

All white	$6.50
" tints	7.00
" colors	7.00
" reds	7.50
" maroons	7.50
" steel blues	8.50
" silvers	10.00

In addition to the above we also keep a fine line of Imported Embossed and Morocco Papers, size 20×25.

CALICO OR TRUNK LINING PAPERS.

Packed in bundles of 25 pieces.

Price per piece of 20 inches by 45 yards.

Printed, white back	$ .25
" brown "	.20
" tints "	.35
Olive, buff, drab, tan and chocolate. Plain, tinted lining	.25
Plain, white lining	.27
" " " "	.22

f. o. b. New-York.

Discount 3% cash 30 days.

All prices subject to the fluctuations of the market.

CHAGRIN OR MAT BOARDS FOR PICTURE-FRAMES.

In 9 tints. Sizes as follows:

21×25	4 cents	per sheet.
22×28	5 "	"
25×30	20 "	"
25×35	25 "	"
30×42	35 "	"
22×28 extra heavy,	12 "	"

LITHOGRAPH OR FANCY BOOK LINING PAPERS.

Per ream of 480 sheets, 21×24 . . . . . $5.50

In 25 handsome patterns, printed in tints on white stock.

VARNISHED PAPERS.

In all colors, 20×24 . . . . . 500 sheets.

Made to order; not kept in stock.

All prices subject to the fluctuations of the market.

WATERPROOF OR SIZED PAPERS.

In all colors, 20×24, 500 sheets $8.00

Made to order. Not kept in stock.

Price subject to the fluctuations of the market.

LEATHER PAPERS.

Our own manufacture.

$20.00 per ream of 500 sheets, 20×25

2.00 " roll of 25 inches by 25 yards.

Prices subject to the fluctuations of the market.

These goods come in nine colors, as follows, Russia Red, Turkey Red, Leather color, Light Brown, Dark Brown, Light Blue, Navy Blue, Dark Green and Black, and can be had in Plain or Smooth, Seal Grain, Alligator, Bamboo and other patterns, are waterproof finished on the best 40-pound rope manilla stock.

We also carry a fine line of imported novelties, consisting of Fancy Leather Papers, Gelatine Papers, Bronze Printed Papers, etc., and would be pleased to furnish you with samples and quotations of these goods. We do not give price-list, owing to the constant change of styles.

All prices subject to the fluctuations of the market.

WHITE PLATED OR CHROMO PAPER FOR LITHOGRAPHERS AND PRINTERS.

Price is per ream of 500 sheets.
Special weights, sizes and prices made to order.

"A" Quality. *For highest grade of Lithographic work.*

White plated 22 lbs.	20 x 24	$5.00
" " 24 "	20 x 24	5.50
" " 27 "	20 x 24	6.00
" " 30 "	20 x 24	6.50
" " 35 "	20 x 24	7.25
" " 40 "	20 x 24	8.00
" " 50 "	20 x 24	10.00
" " 80 "	22 x 28	14.00
" " 100 "	22 x 28	16.00
" " 125 "	22 x 28	18.50
" " 150 "	22 x 28	21.00
" " 200 "	22 x 28	28.50
" " 225 "	22 x 28	31.00
" " 250 "	22 x 28	34.00
" " 300 "	22 x 28	37.00

"B" Quality. *For Lithographic work in colors.*

White plated 22 lbs.	20 x 24	$4.00
" " 24 "	20 x 24	4.50
" " 27 "	20 x 24	5.00
" " 30 "	20 x 24	5.50
" " 35 "	20 x 24	6.00
" " 40 "	20 x 24	6.50
" " 50 "	20 x 24	7.50
" " 80 "	22 x 28	12.00
" " 100 "	22 x 28	14.00
" " 125 "	22 x 28	16.50
" " 150 "	22 x 28	19.00
" " 200 "	22 x 28	26.50
" " 225 "	22 x 28	29.00
" " 250 "	22 x 28	31.50
" " 300 "	22 x 28	34.00

All prices subject to the fluctuations of the market.

FANCY PAPERS.

Our own manufacture, 500 sheets to the ream, 20×24.

BOOK No. I.

No.	to No.	Price.	No.	to No.	Price.
5000	5001	$5.50	5128	5133	$9.00
5020	5029 G	9.00	5134	5137	7.50
5031	5037	5.50	5138	5143	11.00
5047		9.00	5144	5148	7.50
5000 M 2	5001 M 2	7.50	5149	5152	5.50
5024 "	5029	11.00	5153	5158	9.00
5034 "	5037	7.50	5159	5162	7.50
5048 G	5058 G	9.00	5163	5168	11.00
5059	5066	7.50	5169	5178	9.00
5067	5072	9.00	5179	5181	7.50
5073	5080	7.50	5182		5.50
5081	5086	11.00	5183		7.50
5087	5089	7.50	5184		5.50
5090	5091	9.00	5185		7.50
5092	5093	5.50	5186		5.50
5094	5098	7.50	5187		7.50
5099	5102	5.50	5188		5.50
5103	5108	9.00	5189		7.50
5109	5112	7.50	5190	5199	9.00
5113	5118	11.00	5200	5204	5.50
5119	5120	7.50	5205	5213	7.50
5121		5.50	5214	5219	9.00
5122	5123	7.50	5220	5231	10.00
5124	5127	5.50	5232	5236 G	9.00

All prices subject to the fluctuations of the market.

FANCY PAPERS.

[Continued.]

Our own manufacture, 500 sheets to the ream, 20×24.

BOOK No. I. [Continued.]

No	to No.	Price.	No	to No.	Price.
5232 M 2	5236 M 2	$11.00	5321	5325	$5.50
5238	5243	9.00	5326	5329	7.50
5251	5254	5.50	5330	5334	9.00
5255	5263	7.50	5335	5339	5.50
5264	5275	9.00	5340	5342	7.50
5276	5284	7.50	5343	5347	9.00
5285	5290	9.00	5351	5355	5.50
5291	5299	7.50	5356	5359	7.50
5300	5310	9.00	5360	5364	9.00
5311	5314	7.50	5365	5369	5.50
5315	5320	9.00	5370	5374	9.00

BOOK No. II.

5375	5428	7.50	5556	5558	7.50
5429	5441	9.00	5559	5566	9.00
5442	5467	11.00	5567	5574	5.50
5468	5474	9.00	5575	5580	7.50
5475	5481	9.00	5581	5582	5.50
5482	5490	9.00	5583		7.50
5494	5514	11.00	5584	5298	5.50
5518	5521	15.00	5599	5607	5.50
5522	5530	5.50	5608	5612	9.00
5531	5536	7.50	5613	5624	5.50
5537	5540	5.50	5625	5636	8.00
5541	5543	7.50	5637	5656	9.00
5544	5551	9.00	5657	5676	11.00
5552	5555	5.50	5677	5684	14.00

All prices subject to the fluctuations of the market.

FANCY PAPERS.

[Continued.]

Our own manufacture, 500 sheets to the ream, 20×24.

BOOK No. III.

No.	to	No.	Price.
5685	. . .	5692	$9.00
5693	. . .	5716	11.00
5717	. . .	5725	9.00
5726	. . .	5752	11.00
5753	. . .	5761	9.00
5762	. . .	5788	11.00
5789	. . .	5796	9.00
5797	. . .	5820	11.00
5821	. . .	5829	9.00
5830	. . .	5857	11.00
5858	. . .	5865	9.00
5866	. . .	5892	11.00
5893	. . .	5904	5.50

BOOK No. IV.

5921	. . .	5928	7.50

BOOK No. V.

5935	. . .	5944	5.50

BOOK No. VI.

5947	. . .	5986	7.50

BOOK No. VII.

Album boards, 22×28.

5947	. . .	5986	25.00 per 1000 sheets.

All prices subject to the fluctuations of the market.

GOLD PAPERS, "IMPORTED."

Price per ream of 480 sheets.

Imitation copper	20 x 24	$9.00
Small "	13 x 14	5.50
Regular "	20 x 24	13.00
" "	20 x 27½	15.50
Best yellow copper	20 x 24	17.00
" "	20 x 27½	19.00
Lion gold	16 x 19	10.00
Coquille gold	17 x 22	12.00
½ fine bright gold III BB	17 x 22	14.00
½ " " " III½ B	17 x 22	20.00
½ " " " III S	17 x 22	20.00
½ " " " III S	20 x 27½	28.00
½ " " " II S	17 x 22	22.00
½ " " " II S	20 x 27½	30.00
½ " " " I B	17 x 22	50.00
½ " dull " II	17 x 22	30.00
½ " " " II tissue	17 x 22	30.00
Genuine bright gold	10 x 16½ per sheet	.30
½ fine embossed gold III (assorted patterns if desired)	17 x 22	24.00
Regular embossed gold (assorted patterns if desired)	15 x 19	10.50
½ fine bright gold bd. 70 lbs.	22 x 28	50.00
½ " " " " 50 lbs.	22 x 29	45.00

All prices subject to the fluctuations of the market.

SILVER PAPERS, "IMPORTED."

Small silver	13 x 14	$5.00
Lion "	16 x 19	9.50
Coquille silver	17 x 22	10.00
½ fine bright silver, II	17 x 22	26.00
½ " dull " II	17 x 22	26.00
Genuine dull silver	17 x 22	54.00
" bright silver	17 x 22	70.00
Regular embossed silver (in assorted patterns if desired)	15½ x 24	10.00

All prices subject to the fluctuations of the market.

BLANK BOOK MARBLE PAPER.

Contained in sample book No. 1. Price per ream of 480 sheets.
SIZES: Double cap 19×30, Medium 20×25.

Imported.

Belgium wave	Medium	$4.00
" "	D C	4.25
" spot and shell	Medium	4.00
" "	D C	4.25
" agate	Medium	4.00
" "	D C	4.25
" comb	Medium	6.75
" "	D C	7.00
German wave	D C	7.25
" spot and shell	D C	7.00
Ordinary German agate	D C	5.50
German comb	D C	12.00

BOOKBINDERS' MARBLE PAPERS.

Contained in sample book No. 2.

Imported.

Fine German agate	Medium	$9.50
Ordinary German comb	Medium	12.00
" " antique	Medium	12.00
Fine " comb	Medium	13.00
" " antique	Medium	13.00
Ex. heavy fine German comb, D 239, D 240	22 x 28	16.50
Fine German scroll, D 267, D 282, D 267½	22 x 30	16.00
German carara	Medium	5.50
Light German cocoa	Medium	10.00
Fine " "	Medium	13.00
Belgium antique	Medium	9.50
" cocoa	Medium	9.00
German goldvein	Medium	21.00
English "	Medium	36.00
German woodpapers	Medium	8.50

All prices subject to the fluctuations of the market.

The following articles, enumerated on pages 21, 22, 23, 24, are all of the best foreign makes, and of which we carry a fine selected stock. Samples will be furnished, and special prices quoted if you will mention the style, size and quantity of goods wanted.

CHROMOS OR SHEET PICTURES.

For decorating boxes, advertising, etc. Very fine goods printed in 16 to 18 colors on good paper. Assorted subjects. Heads, figures, etc., in sheets of the following sizes:

Size of picture	$1\frac{1}{2}\times1\frac{1}{8}$	$2\frac{1}{8}\times1\frac{1}{2}$	$2\frac{5}{8}\times1\frac{7}{8}$	$3\times2\frac{1}{4}$ inches.
Quantity on sheet	324	196	144	100
Size of picture	$3\frac{1}{2}\times2\frac{1}{2}$	$4\frac{1}{2}\times3\frac{1}{2}$	$6\frac{7}{8}\times3$	$5\frac{1}{8}\times3\frac{5}{8}$ inches.
Quantity on sheet	72	50	37	36
Size of picture	$5\frac{1}{2}\times3\frac{5}{8}$	$7\frac{1}{4}\times3\frac{3}{8}$	$6\frac{1}{8}\times4\frac{3}{8}$	$7\frac{1}{4}\times4\frac{3}{8}$ inches.
Quantity on sheet	32	27	25	21
Size of picture		$7\frac{3}{4}\times5\frac{1}{2}$		$10\frac{3}{4}\times8$ inches.
Quantity on sheet		16		8

Price on all, 60 cents per sheet.

Discount according to quantity ordered.

All prices subject to the fluctuations of the market.

CHROMOS OR PICTURES, VARNISHED.

Fine grade of goods. Assorted subjects. Heads, figures, etc., in sheets of following sizes:

Size of picture	$2\frac{1}{8}\times1\frac{5}{8}$	$3\frac{1}{4}\times2\frac{1}{4}$	$3\frac{1}{2}\times2\frac{1}{2}$	$3\frac{5}{8}\times2\frac{5}{8}$	$3\frac{1}{4}\times4\frac{5}{8}$	$5\frac{1}{8}\times3\frac{7}{8}$ in.
Quantity on sheet	196	90	81	72	45	36

Size of picture	$7\frac{3}{8}\times3\frac{1}{8}$	$5\frac{7}{8}\times4\frac{1}{2}$	$6\times4\frac{5}{8}$	$7\frac{1}{2}\times5\frac{1}{8}$	$10\frac{1}{4}\times7\frac{1}{2}$ in.
Quantity on sheet	32	28	25	20	10

All 10 to 15 cents net per sheet, according to quantity.

CHROMOS OR OLEOGRAPHS.

Fine goods with imitation canvas finish. Sizes, 13×17–16×20, in a variety of subjects constantly changing. Samples furnished, and prices made according to quantity wanted.

CHROMO CARDS.

We carry a fine line of these goods, suitable for Christmas, valentine and other festivals, with appropriate mottoes. Designs and sizes change with each season.

Also carry a line of Blank Cards (*i. e.*, with blank space for printing). Subjects: "Flowers," "Landscapes," "Figures," "Heads," "Imitation Colored Photographs," etc.

Sizes from 2×3 to 10×13 inches.

All prices subject to the fluctuations of the market.

PAPER BORDERS AND CORNERS.

For decorating boxes, trunks, etc. In strips or sheets, 22 inches long, packed in gross packages.

	Price per gross.
Gold borders, assorted designs, straight edges, $\frac{1}{16}$ to $\frac{1}{2}$ inch wide	18 to 80 cents.
Gold or silver borders, scalloped or perforated edges, $\frac{1}{4}$ to $\frac{1}{2}$ inch wide, in sheets	$3.50 to $4.00
Gold and white borders, straight edges, $\frac{1}{4}$ to $\frac{3}{4}$ inch wide	20 to 80 cents.
Gold and colors borders, straight edges, $\frac{1}{4}$ to 1 inch wide	35 cents to $1.00
Gold and colors borders, scalloped edges, $\frac{1}{4}$ to 1 inch wide	35 cents to $1.00
Bronze and colors borders, straight edges, $\frac{1}{2}$ to $\frac{7}{8}$ inch wide	20 to 35 cents.
Chromo borders, in three and four colors, straight edges, $\frac{1}{2}$ to $\frac{7}{8}$ inch wide	10 to 15 cents.
Corners to match gold and color borders	50 to 80 cents.
" " " bronze and color borders	20 to 35 cents.
" " " chromo " " "	10 to 15 cents.
Scrolls " " bronze " " "	30 to 40 cents.
" " " chromo " " "	15 to 20 cents.

All prices subject to the fluctuations of the market.

PICTURES.

For decorating trunks, boxes, etc., in bright colors, red and blue predominating. Sold per ream of 480 sheets.

Sizes.	2 to sheet	4 to sheet	8 to sheet.
Size of Picture,	$7\frac{1}{2} \times 11$ inches.	$5\frac{1}{2} \times 7\frac{3}{4}$ inches.	$3\frac{3}{4} \times 5\frac{1}{2}$ inches.

Either upright or oblong.

PAPER LACES.

Packed 1000 strips in a package; each 22 inches long. A fine assortment of patterns. Made on extra strong paper, well embossed and cut.

Widths from $\frac{3}{4}$ to $3\frac{1}{2}$ inches.

Price, 75 cents to $2.15 per 1000.

ORNAMENTS OR SCRAP PICTURES.

We carry a fine, large assortment of this line of goods, suitable for decorating all kinds and styles of manufactured goods, scrap-books, etc.

DESIGNS: Flowers, birds, animals, figures, heads, etc.

SIZES: From small flowers, $\frac{1}{4}$ inch square, 144 on a sheet, to large single pieces, 9×12 inches, sold at a list price per 100 sheets, subject to discount. Special net prices made for large quantities.

PULL OR SURPRISE ORNAMENTS.

A combination of ornaments and cards which lift up or open, showing figures, flowers, etc., arranged with theatrical effects. Suitable mottoes for valentines, etc., printed on face.

Prices from $30.00 to $100.00 per 100, list.

All prices subject to the fluctuations of the market.

BEST ENGLISH BOOK CLOTH.

SOLE AGENTS FOR ARCHIBALD WINTERBOTTOM & SONS.

Blacks	per piece	$4.50
Common colors	per piece	5.25
Extra dyed colors	per piece	5.75
Extra browns, grays	per piece	6.75
Extra greens, blues, olives	per piece	7.00
Extra ruby, new red, solferino, magenta	per piece	7.75
Extra cochineal, best	per piece	9.00

No extra charge made for overrun.

LEVANT MOROCCOS.

Best quality, all colors	per dozen	$42.00 to $60.00

GENUINE MOROCCOS.

A full assortment from the best manufacturers kept in stock.
Prices varying according to size and quality.

Per dozen	$18.00 to $33.00

PERSIAN MOROCCOS.

All colors	per dozen	$10.00 to $24.00

All prices subject to the fluctuations of the market.

THIN MOROCCOS.

All colors.	Suitable for small work	per dozen	$6.00 to $12.00

GROS GRAIN MOROCCOS.

All colors.	Extra large sizes	per dozen	$30.00 to $33.00

SEAL SKINS.

Finest quality.	All colors and sizes	per dozen	$30.00 to $45.00

IMITATION MOROCCOS.

German	X	per dozen	$16.50
French	X, all colors	per dozen	15.00 to $18.00
Bock	XX	per dozen	11.00
"	X	per dozen	10.00
"	I	per dozen	9.00

GRAINED SKIVERS.

Seal grain, all colors	per dozen	$10.00 to $15.00
Morocco grain, all colors	per dozen	10.00 to 15.00
Paste " "	per dozen	12.00 to 18.00
Water " "	per dozen	12.00 to 18.00

All prices subject to the fluctuations of the market.

ENGLISH CALF.

All colors and sizes	per dozen	$21.00 to $27.00

GERMAN CALF.

Heavy outside calf, black	per dozen	$22.00 to $25.00
" " " colors	per dozen	26.00 to 29.00
Thin lining " all colors	per dozen	29.00 to 34.00

GENUINE RUSSIA.

For blank books, according to size	per skin	$3.50 to $5.50
" razor strops, extra heavy, 13 to 15 lbs. to the skin		1.00 per lb.

AMERICAN RUSSIA.

Blank book finish	per square foot	12 to 18 cents.
Seal grain	per square foot	16 to 20 cents.
Morocco grain	per square foot	18 to 20 cents.
Russia diced calf	per square foot	26 to 28 cents.
" " kip	per square foot	21 to 24 cents.

BUFFINGS.

Blank book finish, all colors	per square foot	5 to 9 cents.
Calf finish, all colors	per square foot	5 to 8 cents.
Glazed, all colors	per square foot	6 to 9 cents.
Water grain, all colors	per square foot	7 to 11 cents.
Seal " "	per square foot	8 to 10 cents.
Monkey " "	per square foot	8 to 10 cents.

All prices subject to the fluctuations of the market.

COLORED ROANS.

Calf finish, all colors	per dozen	$8.00 to	$11.00
Diced "	per dozen	8.00 to	11.00
Straight grain, all colors	per dozen	8.00 to	11.00

COLORED SKIVERS.

Calf finish, all colors	per dozen	$6.00 to	$12.00
Diced "	per dozen	8.00 to	12.00
Straight grain, all colors	per dozen	7.00 to	12.00
Glazed "	per dozen	8.00 to	12.00
Calf finish (for linings), all colors	per dozen	5.00 to	9.00

TITLE SKIVERS.

All colors and weights	per dozen	$9.00 to	$12.00

TITLE BATWINGS.

All colors	per dozen	$8.00 to	$12.00

LAW SKIVERS.

All sizes and best stock	per dozen	$8.00 to	$12.00

LAW SHEEP.

All sizes	per dozen	$7.00 to	$12.00

BLANK SHEEP.

All sizes	per dozen	$6.00 to	$12.00

All prices subject to the fluctuations of the market.

PASS BOOK SKIVERS.

All sizes and qualities . . . . . per dozen . . $3.00 to $7.00

BUFF FLESHERS.

All sizes . . . . . per dozen . . $2.75 to $7.00

BINDERS' BOARDS.

Tar, semi-tar and cloth. All sizes and numbers.

MISCELLANEOUS.

Glue and paste brushes,
Hayes's thread,
Soft twine,
Knives,
Welch's metal index tabs,
Bees-wax,
Varnish,
Head-bands, all sizes,
Egg and blood albumen,
Calf parchment,
Gray super,
Glue, sheet and ground,
Gold leaf,
Gilding powder,

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74 Supreme Court of the United States.

LOUIS DEJONGE *et al.*, Plaintiffs in Error,
vs.
DANIEL MAGONE, Defendant in Error. } Assignment of Errors.

Afterwards, to wit, on the second Monday of October, in the same term, before the justices of the said court, at the Capitol, in Washington, come the said plaintiffs in error, by Albert Comstock, their attorney, and say that in the record and proceedings aforesaid there is manifest error in this, to wit, that by the record aforesaid it appears that the judgment aforesaid in form aforesaid given was given for the said defendant in error against the said plaintiffs in error, whereas by the law of the land the said judgment ought to have been given for the said plaintiffs against the said defendant.

And the said plaintiffs pray that the judgment aforesaid for the error aforesaid and other errors in the record and proceedings aforesaid may be reversed, annulled, and altogether held for nothing, and that they, the said plaintiffs, may be restored to all things which they have lost by occasion of said judgment, &c.

ALBERT COMSTOCK,
Attorney for Plaintiff- in Error.

75 [Endorsed:] N. S. 13207. United States Supreme Court. Louis Dejonge *et al.*, plaintiffs in error, *vs.* Daniel Magone, collector, defendant in error. Assignment of error. Albert Comstock, attorney for pl'ffs in error. Due service of a copy of the within assignment of error is hereby admitted this — day of December, 1890. Edward Mitchell, U. S. attorney, for def't in error. To Edward Mitchell, attorney for def't in error. U. S. circuit court. Filed Dec. 13, 1890. John A. Shields, clerk.

76 Supreme Court of the United States.

LOUIS DEJONGE *et als.*, Plaintiffs in Error,
against
DANIEL MAGONE, Defendant in Error. } Joinder in Error.

And afterwards, to wit, on the second Monday of October, in said term, the said defendant in error, by Edward Mitchell, U. S. att'y, his attorney, comes here into court and says that there is no error either in the record or proceedings aforesaid or in the giving of the judgment aforesaid.

And he prays that the said Supreme Court, before the justices thereof, now here, may proceed to examine as well the record and proceedings aforesaid as the matters aforesaid above assigned for error, and that the judgment aforesaid in form aforesaid given may be in all things affirmed, &c.

EDWARD MITCHELL,
U. S. Attorney and Attorney for Defendant in Error.

77 [Endorsed:] N. S. 13207. United States Supreme Court. Louis Dejonge *et al.*, plaintiff- in error, *vs.* Daniel Magone, defendant in error. Joinder in error. Edward Mitchell, U. S. attorney, attorney for defendant in error. Due service of a copy of the within joinder in error is hereby admitted this 16th day of Dec., 1890. Comstock & Brown, W. F. R., attorneys for plaintiff- in error. To Comstock & Brown, Esqs., attorney- for plaintiffs in error. U. S. circuit court. Filed Dec. 17, 1890. John A. Shields, Clerk.

78 Circuit Court of the United States of America for the Southern District of New York, in the Second Circuit.

LOUIS DEJONGE *et al.*
vs.
DANIEL MAGONE, Collector, &c. } Bond for Damages and Costs.

Know all men by these presents that we, C. L. McLaughlin, of 102 West 61st St., & H. C. M. Conkling, of 1806 Park Ave., both in the city of New York, are held and firmly bound unto the above-named Daniel Magone, collector, &c., in the sum of two hundred and fifty dollars, to be paid to the said Daniel Magone; for the payment of which, well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, and administrators, jointly and severally, firmly by these presents.

Sealed with our seals and dated the twenty-ninth day of October, in the year of our Lord one thousand eight hundred and ninety.

Whereas the above-named Louis Dejonge *et als.* have prosecuted their appeal to the Supreme Court of the United States to reverse the judgment rendered in the above-entitled suit by the judge of the circuit court of the United States for the southern district of New York:

Now, therefore, the condition of this obligation is such that if the above-named Louis Dejonge *et als.* shall prosecute their said appeal to effect and answer all damages and costs if they fail to make the same good, then this obligation shall be void; otherwise the same shall be and remain in full force and virtue.

C. L. McLAUGHLIN, [L. S.]
102 West 61 St.
H. C. M. CONKLING, [L. S.]
1806 Park Ave., N. Y.

Sealed and delivered and taken and acknowledged this 29 day of Oct., 1890, before me—

CHAS. H. ASCHE,
Notary Public, Kings Co.

Certificate filed in New York Co. [L. S.]

79 [Endorsed:] N. S. 13207. U. S. circuit court, southern district of New York. Louis Dejonge *et al. vs.* D. Magone, collector, &c. Bond for damages and costs on appeal. Comstock & Brown, att'ys for pl'ffs in error. The within bond is hereby ap-

proved as to form, amount, and sufficiency of the sureties. N. Y., Dec. 5, 1890. E. Henry Lacombe. U. S. circuit court. Filed Dec. 5, 1890. John A. Shields, clerk.

UNITED STATES OF AMERICA, *Southern District of New York,* } *ss.*:

C. L. McLaughlin & H. C. M. Conkling, both of the city of New York, being duly sworn, do depose and say and each for himself says that he is worth the sum of five hundred dollars over and above all his just debts and liabilities.

C. L. McLAUGHLIN. [L. S.]
H. C. M. CONGLING. [L. S.]

Sworn to this 29 day of Oct., A. D. 1890, before me—
CHAS. H. ASCHE,
Notary Public, Kings Co.

Certificate filed in New York Co. [L. S.]

80 UNITED STATES OF AMERICA, *ss.*:

To Daniel Magone, collector, Greeting:

You are hereby cited and admonished to be and appear at a Supreme Court of the United States, to be holden at Washington, on the second Monday of October, eighteen hundred and ninety-one, pursuant to a writ of error filed in the clerk's office of the circuit court of the United States for the southern district of New York, wherein Louis Dejonge *et als.* are plaintiffs in error and you are defendant in error, to show cause, if any there be, why the judgment in the said writ of error mentioned should not be corrected and speedy justice should not be done to the parties on that behalf.

Dated December 5th, 1890.

E. HENRY LACOMBE.

81 [Endorsed:] E. & A. A. 953. N. S. 13207. U. S. Supreme Court. Louis Dejonge *et al.*, plaintiffs in error, against Daniel Magone, defendant in error. Citation. Comstock & Brown, attorneys for plaintiffs in error. A copy of the within paper has been this day received at this office. Dec. 11, 1890. Edward Mitchell, U. S. attorney. 25, chr. U. S. circuit court. Filed Dec. 13, 1890. John A. Shields, clerk.

Endorsed on cover: Case No 14,888. S. New York C. C. U. S. Term No., 319. Louis Dejonge *et al.*, plaintiffs in error, *vs.* Daniel Magone, collector of the port of New York. Filed October 10th, 1891.